

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST																		
<b>CONVEYING PARTY DATA</b>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Formerly</th> <th style="text-align: center;">Execution Date</th> <th style="text-align: center;">Entity Type</th> </tr> <tr> <td>NSi Industries, LLC</td> <td></td> <td>12/28/2012</td> <td>LIMITED LIABILITY COMPANY: NORTH CAROLINA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	NSi Industries, LLC		12/28/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA											
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NSi Industries, LLC		12/28/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA																
<b>RECEIVING PARTY DATA</b>																			
Name:	NXT Capital, LLC, as Agent																		
Street Address:	191 North Wacker Drive																		
Internal Address:	Suite 1200																		
City:	Chicago																		
State/Country:	ILLINOIS																		
Postal Code:	60606																		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE																		
<b>PROPERTY NUMBERS Total: 5</b>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Property Type</th> <th style="text-align: center;">Number</th> <th style="text-align: center;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3982287</td> <td>RESPONSIBLE ENERGY</td> </tr> <tr> <td>Registration Number:</td> <td>3727930</td> <td>TORK</td> </tr> <tr> <td>Registration Number:</td> <td>3198471</td> <td>NSI</td> </tr> <tr> <td>Registration Number:</td> <td>2771149</td> <td>EASY TAP</td> </tr> <tr> <td>Registration Number:</td> <td>2793956</td> <td>INSUL-TAP</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3982287	RESPONSIBLE ENERGY	Registration Number:	3727930	TORK	Registration Number:	3198471	NSI	Registration Number:	2771149	EASY TAP	Registration Number:	2793956	INSUL-TAP	
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Registration Number:	2771149	EASY TAP																	
Registration Number:	2793956	INSUL-TAP																	
<b>CORRESPONDENCE DATA</b>																			
Fax Number:	3125774688																		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																			
Phone:	(312)577-8416																		
Email:	carole.dobbins@kattenlaw.com																		
Correspondent Name:	Carole Dobbins c/o Katten Muchin																		
Address Line 1:	525 W. Monroe St.																		

CH \$140.00 3982287

**900243051**

**TRADEMARK**  
**REEL: 004934 FRAME: 0831**

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:

Carole Dobbins

Signature:

/Carole Dobbins/

Date:

01/03/2013

Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 28th day of December, 2012, by NSi Industries, LLC, a North Carolina limited liability company ("**Grantor**"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "**Grantee**"):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of December 28, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and the Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of December 28, 2012, by and among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark, including, but not limited to, the United States federally registered Trademarks and applications for United States federally registered Trademarks listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NSI INDUSTRIES, LLC

By:


Name:

Title:

Randall K. Parnen  
Randall K. Parnen  
President

Agreed and Accepted  
As of the Date First Written Above:

**NXT CAPITAL, LLC,**  
as Agent

By:   
Name: Scott Gast  
Title: Managing Director

Trademark Security Agreement

# **SCHEDULE 1**

## **Trademark Registrations**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
RESPONSIBLE ENERGY and Design	3982287	6/21/11	U.S.
TORK	3727930	12/22/09	U.S.
NSI	3198471	1/16/07	U.S.
EASY TAP	2771149	10/7/03	U.S.
INSUL-TAP	2793956	12/16/03	U.S.

## **Trademark Applications**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Jurisdiction</b>
None			